

EXHIBIT A

DEFINITIONS

"Affiliate" shall mean: (1) a corporation or other business entity which owns fifty percent (50%) or more of the outstanding common stock or ownership interests of Licensee, or (2) a corporation or other business entity which has fifty percent (50%) or more of its common stock or ownership interests owned by Licensee, or (3) a partnership which owns fifty percent (50%) or more of the common stock or ownership interest of Licensee, or (4) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Licensee, or (5) an entity which is the surviving entity in a merger, provided Licensor provides its consent to the assignment to such surviving entity, which consent shall not be unreasonably withheld, or (6) a corporation or other business entity which has fifty percent (50%) or more of its common stock or ownership interests owned by another entity which owns fifty percent (50%) or more of the common stock or ownership interests of Licensee.

"Applicable Laws" shall mean all applicable laws, ordinances, codes, rules and regulations of any federal, state and local governmental authorities or entities, quasi-governmental entities or agencies having jurisdiction, as well as any private covenants of record, relating to the installation and operation of the Equipment, the Licensee's provision of Services, the Building, or any other aspect of this Agreement, including the Federal Communications Commission ("FCC"), the Environmental Protection Agency, the Occupational Safety and Health Administration and the Federal Aviation Administration.

"Approved Work Plan" shall have the meaning set forth in Section 7.

"Claims" shall mean any and all expenses, costs, damages, loss, claims or other expenses or liabilities, including reasonable attorneys fees and court cost, incurred by an indemnified party under the Agreement.

"Commencement Date" shall mean the earlier of (a) the date that Licensee commences construction at the Building or (b) _____ () days after the Effective Date.

"Communications Spaces and Pathways" shall mean the Building's pathways, shafts, risers, raceways, conduits, available telephone closets, service areas or utility connections and entries into and through the Building owned or under the control of Licensor as specified in Exhibit B. If the parties fail to complete Exhibit B in whole or in part, the contents of Exhibit B may be determined by Licensor in its sole discretion.

"Due Diligence Period" shall have the meaning set forth in Section 1.14 of the Transaction Specific Terms and Conditions.

"Equipment" shall mean the telecommunications equipment, including wiring, cabling, antennas, poles, dishes, masts and accessories described in Exhibit C. If the parties fail to complete Exhibit C in whole or in part, the contents of Exhibit C may be determined by Licensor in its sole discretion.

"Equipment Room" shall mean approximately ____ square feet of floor space in the Building in the location specified in Exhibit D. If the parties fail to complete Exhibit D in whole or in part, the contents of Exhibit D may be determined by Licensor in its sole discretion.

"Existing Licensee" shall mean any telecommunications service provider who, before the Commencement Date, occupies space in the Building or the Rooftop and commences the provision of telecommunications services pursuant to an agreement with Licensor.

"Extension Term" shall have the meaning set forth in Section 1.8.

"Future Licensee" shall mean any telecommunications service provider who, following the Commencement Date, occupies space in the Building and commences the provision of telecommunications services to Tenants pursuant to an agreement with Licensor.

"Governmental Agency" shall mean any agency, board, bureau, legislative body, court, commission, department, instrumentality or administration of the United States government, any foreign government, any state government or any local or other governmental body of a state, territory or possession of the United States or the District of Columbia.

"Hazardous Materials" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet.

"Initial Term" shall have the meaning set forth in Section 1.6 of the Transaction Specific Terms and Conditions.

"License Fee" shall have the meaning set forth in Section 1.9 of the Transaction Specific Terms and Conditions.

"Normal Business Hours" shall mean those hours during which the Building's property management office is regularly open for the conduct of its business, unless the Rules and Regulations otherwise provide.

"Other Fees" shall mean: _____. */STRIKE IF INAPPLICABLE OR MODIFY AS NEEDED./*

"Permitted Use" shall have the meaning set forth in Section 2.

"Premises" shall have the meaning set forth in Section 2. If the parties fail to identify any of the elements of the Premises as an Exhibit, such elements may be determined by Licensor in its sole discretion.

"Rooftop Space" shall mean approximately ___ square feet of floor space on the rooftop of the Building in the location specified in Exhibit E. If the parties fail to complete Exhibit E in whole or in part, the contents of Exhibit E may be determined by Licensor in its sole discretion.

"Rules and Regulations" shall mean the rules and regulations applicable to the Building, as amended from time to time by Licensor.

"Services" shall mean the telecommunications services specified in Exhibit F. If the parties fail to complete Exhibit F in whole or in part, the contents of Exhibit F may be determined by Licensor in its sole discretion.

"Tenant" shall mean any tenant, subtenant, or occupant within the Building other than Licensee.

"Tenant Area" shall mean the premises or area leased, licensed or occupied by a Tenant pursuant to an agreement with Licensor or another Tenant.

EXHIBIT B

COMMUNICATIONS SPACES AND PATHWAYS

[See attached diagram per Section 2(a) and Exhibit "A".]

EXHIBIT C
EQUIPMENT

[See attached diagram per Section 2(a) and Exhibit "A".]

EXHIBIT D

EQUIPMENT ROOM PLAN

[See attached diagram per Section 2(a) and Exhibit "A".]

EXHIBIT E

ROOFTOP SPACE

[See attached diagram per Section 2(a) and Exhibit "A".]

EXHIBIT F

SERVICES

EXHIBIT G
TECHNICAL SPECIFICATIONS

EXHIBIT H

LICENSEE'S FINANCIAL AND TECHNICAL CAPACITY

EXHIBIT I
WORK PLAN

EXHIBIT J

ACCESS REQUEST FORM

<BUILDING OWNER COMPANY>

- a) Mr. or Ms. _____, of _____ (company), request permission to access the telecommunications equipment within the Building Communications Spaces of _____ on _____ (date), at approximately ____am/pm.
- b) For the purpose of _____ (detail below if necessary). The expected number of existing cable pairs effected by this action is _____.
- c) Will new or additional equipment be located within the telephone closets?
____(yes)/____(no). Please describe any new/additional equipment being placed in the telephone closet on floor(s) _____.
- d) License Agreement # _____.
- e) The expected duration of this visit is _____ (hours/days).

Licensee
(Name of Company)

By:

(Authorized Agent)

Date:

EXHIBIT K

CDS FEE

EXHIBIT L

REIT PROVISIONS

Licensee's REIT Representations, Warranties and Covenants. Licensors direct or indirect parent (a [STATE] real estate investment trust) is a real estate investment trust ("REIT"). In connection with certain REIT source of income laws and regulations ("REIT Rules") applicable to Licensor, Licensee represents, covenants and warrants to Licensor as of the date hereof and continuing for the Term:

1. Licensee is an established provider of the Services it provides Tenants from time to time as permitted hereby with at least twenty (20) business customers (excluding Tenants);
2. Licensee does not and shall not offer any Services to Tenants that it does not also offer to its other business customers;
3. Licensee has not and shall not customize any Services it provides to Tenants in order to fit a Tenant's particular needs (however, Licensee may offer its customers, including Tenants, a menu of some or all of the Services it provides to Tenants that are generally available to customers of Licensee, and such customers, including Tenants, can choose such Services they wish to receive from that menu;
4. Licensee will not offer or provide any telecommunications or other service at the Building which fails to comply with REIT Rules or would otherwise cause any income received by Licensor from Licensee or any Tenant to be deemed "non-qualifying income" for purposes of Sections 856(c)(2) [or 856(c)(3)] of the Internal Revenue Code;
5. Licensee will not offer or provide, without Licensor's prior written consent, any telecommunications or other service at the Building other than (i) telephone and other communications, (ii) e-mail, (iii) video communications, (iv) electronic research, (v) internet access, and (vi) communications networking; and
6. Upon written request from Licensor from time to time, Licensee will inform Licensor of (i) the Tenants to which Licensee is providing any Services and (ii) the types of telecommunications or other services that Licensee is providing to such Tenants, and Licensee will make reasonable efforts to cooperate with Licensor to ensure that Licensor does not fail to qualify as a REIT, or otherwise incur non-qualifying income, for reasons relating to the terms of, or Services provided under, this License.

EXHIBIT M

BUILDING RULES AND REGULATIONS

Schedule A

Schedule B

Emergency Generator Rider

All capitalized terms herein shall have the meaning ascribed to them in Exhibit A to the Agreement, unless expressly defined elsewhere in the Agreement or herein.

Licensee, subject to Licensor's review and approval of Licensee's plans therefor, shall have the right to install a ___ kilowatt supplemental generator (for purposes of this Schedule B, the "Generator") to provide emergency additional electrical capacity to the Equipment during the License Term. The Generator shall be placed at the location outlined on Schedule A attached to this Schedule B (for purposes of this Schedule B, the "Generator Area"). Notwithstanding the foregoing, Licensee's right to install the Generator shall be subject to Licensor's approval of the manner in which the Generator is installed and the manner in which any cables are run to and from the Generator to the Equipment and the measures that will be taken to eliminate any vibrations or sound disturbances from the operation of the Generator, including, without limitation, any necessary 2 hour rated enclosures or sound installation. Licensor shall have the right to require an acceptable enclosure to hide or disguise the existence of the Generator and to minimize any adverse effect that the installation of the Generator may have on the appearance of the Building and Property. Licensee shall be solely responsible for obtaining all necessary governmental and regulatory approvals and for the cost of installing, operating, maintaining and removing the Generator. Licensee shall not install or operate the Generator until Licensee has obtained and submitted to Licensor copies of all required Permits necessary for the installation and operation of the Generator. In addition to, and without limiting Licensee's obligations under the Agreement, Licensee shall comply with all applicable environmental and fire prevention Laws pertaining to Licensee's use of the Generator Area. Licensee shall also be responsible for the cost of all utilities consumed in the operation of the Generator. Notwithstanding anything herein to the contrary, if Licensee does not install the Generator on or before _____, 200_, or if Licensee, after installation, removes the Generator from the Generator Area for reasons other than the repair and replacement of the Generator, Licensee's right to install and maintain the Generator and to use the Generator Area shall be null and void.

Licensee shall be responsible for assuring that the installation, maintenance, operation and removal of the Generator shall in no way damage any portion of the Building or Property. To the maximum extent permitted by applicable law, the Generator and all appurtenances in the Generator Area shall be at the sole risk of Licensee, and Licensor shall have no liability to Licensee if the Generator or any appurtenances are damaged for any reason. Licensee agrees to be responsible for any damage caused to the Building or Property in connection with the installation, maintenance, operation or removal of the Generator and, in accordance with the terms of Section 7 of the Agreement, to indemnify, defend and hold Licensor and the other Indemnitees harmless from all Claims including, without limitation, reasonable architects' and attorneys' fees (if and to the extent permitted by applicable law), which may be imposed upon, incurred by, or asserted against Licensor or any of the other Indemnitees in connection with the installation, maintenance, operation or removal of the Generator, including, without limitation, any environmental and Hazardous Materials claims. In addition to, and without limiting Licensee's obligations under the License, Licensee covenants and agrees that the installation and use of the Generator and appurtenances shall not adversely affect the insurance coverage for the Building. If for any reason, the installation or use of the Generator and/or the appurtenances shall result in an increase in the amount of the premiums for such coverage, then Licensee shall be liable for the full amount of any such increase.

Licensee shall be responsible for the installation, operation, cleanliness, maintenance and removal of the Generator and the appurtenances, all of which shall remain the personal property of

Licensee, and shall be removed by Licensee at its own expense at the expiration or earlier termination of the License. Licensee shall repair any damage caused by such removal, including the patching of any holes to match, as closely as possible, the color surrounding the area where the Generator and appurtenances were attached. Such maintenance and operation shall be performed in a manner to avoid any unreasonable interference with any other licensees, Tenants or Licensor. Licensee shall take the Generator Area "as is" in the condition in which the Generator Area is in as of the Commencement Date, without any obligation on the part of Licensor to prepare or construct the Generator Area for Licensee's use or occupancy. Without limiting the foregoing, Licensor makes no warranties or representations to Licensee as to the suitability of the Generator Area for the installation and operation of the Generator. Licensee shall have no right to make any changes, alterations, additions, decorations or other improvements to the Generator Area without Licensor's prior written consent. Licensee agrees to maintain the Generator, including without limitation, any enclosure installed around the Generator in good condition and repair. Licensee shall be responsible for performing any maintenance and improvements to any enclosure surrounding the Generator so as to keep such enclosure in good condition.

Licensor shall have the right to approve, in its sole discretion, Work Plans for improvements or alterations with respect to any Generator.

Licensee shall not engage, or cause or permit the engagement of, any contractor or subcontractor to perform installations, replacements, repairs or alterations to the Generator without the prior written approval of Licensor, which approval; *provided, however*, that Licensor may, in its sole discretion, designate a contractor or subcontractor to be engaged to perform any of the above-described work to any Generator, which contractor or subcontractor Licensee shall use for all such work to any Generator that is necessitated by Licensee's use of such Generators.

Licensee, upon prior notice to Licensor and subject to the Rules and Regulations, shall have access to the Generator and its surrounding area for the purpose of installing, repairing, maintaining and removing said Generator.

Licensee shall only test the Generator before or after Normal Business Hours and at a time mutually agreed to in writing by Licensor and Licensee in advance. Licensee shall be permitted to use the Generator Area solely for the maintenance and operation of the Generator, and the Generator and Generator Area are solely for the benefit of Licensee. All electricity generated by the Generator may only be consumed by Licensee in the Building.

Licensor shall have no obligation to provide any services, including, without limitation, electric current, to the Generator Area.

Licensee shall have no right to sublet the Generator Area or to assign its interest hereunder.

Notwithstanding anything to the contrary contained herein, if at any time during the Term Licensor determines in its reasonable discretion, that the Generator and/or any appurtenances interfere with the operations of the Building or the operations of any of the Tenants, then Licensee shall, upon notice from Licensor, cease any further operation of the Generator. From and after such notice by Licensor, Licensee shall have no further right to operate the Generator unless and until Licensee shall have redesigned and modified the Generator, and/or installations in a manner approved by Licensor, *provided however*, that Licensor's approval of such redesign and modification shall constitute the mere permission to operate the Generator, which permission shall in no event be construed to abrogate or diminish Licensor's rights or Licensee's obligations under the License.

During the Term, Licensee shall pay Licensor, as additional License Fees in the manner described in _____ the Agreement, the sum of \$_____ per _____, plus applicable tax thereon if any, for the Generator Area licensed by Licensee hereunder.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Emergency Generator Rider in multiple original counterparts as of the day and year first above written.

LICENSOR:
[INSERT LICENSOR NAME]

By: _____
Name:
Title:

LICENSEE:
[INSERT LICENSEE NAME]

By: _____
Name:
Title:

Schedule C

Work Plan Rider

THIS WORK PLAN RIDER (this "**Rider**") is made part of that certain Telecommunications License Agreement (the "**Agreement**") dated _____, _____, by and between _____, a(n) _____ ("**Licensor**"), and _____, a(n) _____ ("**Licensee**"). This Rider and the Agreement shall be referred to collectively herein as the "License."

Capitalized Terms. Any capitalized terms used but not defined in this Rider shall have the meaning given them in the Agreement.

Prior to commencing any work or installing or allowing any Equipment to be installed in or on the Premises, Licensee, at its sole cost and expense, shall submit to Licensor, for Licensor's written approval, detailed plans and specifications (which includes any amendments to or revisions thereof) of the planned installation, including details of the size and location of Equipment, use of all components of the Premises, and any plans for accessing the Building's Communications Spaces and Pathways in order to provide service to Tenants (the "Work Plan").

Licensee shall submit to Licensor its detailed plans and specifications with a notice, in BOLD type, on the first page of the Work Plan stating that: "THIS IS A REQUEST FOR YOUR APPROVAL. YOUR FAILURE TO RESPOND MAY CONSTITUTE APPROVAL OF THIS REQUEST." Licensor shall have _____ () days from the date Licensor receives Licensee's request to approve, deny or request modifications or additions to the Work Plan. If Licensor disapproves Licensee's Work Plan, including modifying the Work Plan or requesting additional information, Licensee may revise its Work Plan to respond to Licensor's objections and resubmit the revised Work Plan, including any additional information Licensor may have requested, to Licensor within _____ () days after Licensee receives Licensor's response. Licensor then has _____ () days from the date Licensor receives Licensee's response to approve or disapprove the Work Plan. Licensor and Licensee may continue the foregoing response and resubmission mechanism until Licensee's Work Plan have been approved or finally disapproved by Licensor or until Licensee issues a notice to Licensor that Licensee shall not resubmit its Work Plan, in which case this Agreement shall be deemed terminated on the day Licensor issues Licensor's notice of final disapproval or on the date Licensor receives a termination notice from Licensee. Licensor's failure to respond to Licensee's initial request for approval or any subsequent request for approval as to resubmitted Work Plan, shall constitute Licensor's approval of such request.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Work Plan Rider in multiple original counterparts as of the day and year first above written.

LICENSOR:

/INSERT LICENSOR NAME/

By: _____
Name:
Title:

LICENSEE:

/INSERT LICENSEE NAME/

By: _____
Name:
Title:

Schedule D

Insurance Rider

THIS INSURANCE RIDER (this "Rider") is made part of that certain Telecommunications License Agreement (the "Agreement") dated _____, _____, by and between _____, a(n) _____ ("Licensor"), and _____, a(n) _____ ("Licensee"). This Rider and the Agreement shall be referred to collectively herein as the "License."

Capitalized Terms. Any capitalized terms used but not defined in this Rider shall have the meaning given them in the Agreement.

Insurance Maintained by Licensor. Licensor shall maintain fire and extended coverage insurance on the Building in such amounts as Licensor's mortgagees, if any, shall require. Such insurance shall be maintained at the expense of Licensor and payments for losses thereunder shall be made solely to Licensor and/or the mortgagees of Licensor as their interests shall appear.

Insurance Maintained by Licensee. Prior to the commencement of any work, Licensee shall obtain and maintain, with carriers which at all times during the term of this Agreement maintain an A.M. Best rating of A/VIII or Standard and Poor's Insurance Solvency Review of A- or better, at its own expense, in amounts not less than those specified below, the following insurance:

In an amount equal to full replacement costs, all-risks property insurance (including, without limitation, sprinkler leakage and water damage) on all of its personal property, whether owned or leased, including removable trade fixtures and including the Equipment.

Workers' Compensation insurance in accordance with the laws of the state in which the Building is located.

Employers' liability insurance in an amount not less than [\$_____].

Commercial General Liability Insurance on an "occurrence basis" with a combined single limit per location of not less than [\$_____] per occurrence. The Commercial General Liability Insurance shall also include independent contractors coverage, broad form property damage endorsement, coverage for collapse, explosion and underground property damage, products liability and completed operations coverage for a two-year period following acceptance of the work, an endorsement naming Licensor, Licensor's Indemnitees and Licensor's designees as additional insureds, and blanket contractual liability insurance covering all indemnity agreements. The Commercial General Liability Insurance shall also include provisions for cross-liability and severability of interests, and an endorsement providing that the insurance afforded under Licensee's policy is primary insurance as respects Licensor and that any other insurance maintained by Licensor is excess and non-contributing with the insurance required hereunder.

Business Automobile Liability Insurance covering owned, hired and non-owned vehicles with limits of \$_____ and a combined single limit of \$_____ for bodily injury liability and property damage liability.

Excess liability (umbrella liability insurance) with limits of [\$_____].

All Risk Property Insurance covering all contractor's materials, equipment and supplies which are not paid for by Licensor and not intended to become a permanent part of the Building until completion and Final Acceptance (as described below) of the work by Licensor. Coverage is to be on a replacement cost basis and is to include the interests of Licensor, as its respective interests may appear.

Upon completion of the work, Licensee will deliver a notice to Licenser notifying Licenser of such completion. Licenser shall then have _____ () business days to notify Licensee of its "Final Acceptance" of the work or its reason for not accepting the work; *provided*, that Licenser shall not unreasonably fail to provide its Final Acceptance. If for any reason Licenser shall fail to deliver a notice to Licensee as set forth in the previous sentence, then the Final Acceptance of the work by Licenser shall be deemed to have been given. If Licenser has timely notified Licensee of its reason for not accepting the work, Licensee shall use its best efforts to address the matters set forth in the notice by Licenser and shall again notify Licenser of its completion of the work as set forth herein and the other provisions set forth herein shall apply.

Except for the insurance called for in subsections (a), (b) and (c) above, all of Licensee's insurance required by this Agreement shall, without liability on the part of Licenser for premiums thereof, include the following: endorsement providing Additional Insureds of Licenser and the other Indemnitees and Licenser's designees _____ () days' prior notice of cancellation, non-renewal or material changes to the terms of coverage to each named insured; and waiver of subrogation rights by Licensee in favor of Licenser and the other Indemnitees. Licensee shall, at Licenser's request from time to time, provide Licenser with a current certificate of insurance evidencing Licensee's compliance with this Schedule D.

Any type of insurance or any increase of its limits of liability not described above which Licensee requires for its own protection, or on account of statute, shall be its own responsibility and at its own expense.

The carrying of the insurance described herein shall in no way be interpreted as relieving Licensee of any responsibility or liability under this Agreement.

Should Licensee engage a contractor or subcontractor, the same conditions applicable to Licensee under this Agreement shall apply to each contractor or subcontractor, including but in no way limited to the indemnity and insurance clauses.

IN WITNESS WHEREOF, Licenser and Licensee have executed this Insurance Rider in multiple original counterparts as of the day and year first above written.

LICENSOR:

LICENSEE:

[INSERT LICENSOR NAME]

[INSERT LICENSEE NAME]

By: _____
Name:
Title:

By: _____
Name:
Title:

December 14, 2000

«NAME»
«TITLE»
«COMPANY»
«ADDRESS»
«CITYST»

Re: Review Draft of Model License Agreement
for Access to Office Buildings

Dear «CALL»:

Enclosed for review and comment by your members is a "Draft Telecommunications License Agreement." The draft agreement covers model terms and conditions for the access by telecommunications providers to multi-tenanted office buildings. We ask that *all* comments be submitted in writing by January 15, 2000, to the Real Access Alliance, c/o Nelson F. Migdal, Esq., Holland & Knight LLP, 2099 Pennsylvania Avenue, N.W., Washington, D.C. 20006, or by e-mail to nmigdal@hklaw.com. This request for comments is being sent to the organizations and companies listed on the attached circulation list. If there are other organizations or companies that could assist us in reaching out for input from your industry sector, please let us know as quickly as possible.

After January 15, we will compile a summary of all comments received. Where comments include recommended changes, we will address them in one of two ways. New language will be added, or existing language edited, to address the commenter's concerns or objectives. Alternatively, we will provide a brief explanation as to why certain types of recommendations were not accepted. In making these decisions, we will be focusing on whether the proposed changes to the draft agreement will have demonstrable benefits for tenants.

We are excited about the prospect of working with your organization and your membership on our "best practices" efforts in general, and this "model agreement" project in particular. In this specific initiative, our overriding objective is to expedite building access transactions between telecom providers and commercial building owners, for the ultimate benefit of consumers of telecom services in multi-tenanted office buildings. We anticipate a similar process for developing model agreements for residential and retail building access transactions. In the end, we believe broad circulation and use of these model agreements will be beneficial not only to consumers but to real estate and telecommunications companies as well. The document carries no copyright and is immediately available for use, in part or in whole, without any permission or citation to the Real Access Alliance.

«NAME»
Page Two
December 14, 2000

Background

On July 13, 1999, Real Access Alliance (www.realaccess.org), an association of the leading real estate trade associations, made a number of public commitments to develop and implement "best practices" in the area of consumer/tenant access to competitive telecommunications services in multi-tenanted buildings. The purpose of those commitments is to ensure a constructive industry-wide effort to maximize access by tenants in office, residential and retail buildings to the most competitive telecommunications services available. Our view is that business practices that benefit our customers in this regard are, in the end, the most beneficial ones for the overall health of the real estate industry.

On September 6, the Alliance, joined by a number of office building owners that collectively own or operate over 250 million square feet of office space, set out in greater detail a plan to begin implementing the "best practices" commitment. Those commitments were welcomed by, among others, the Chairman of the Federal Communications Commission in a statement issued on October 12, 2000 and were cited positively by the full Commission in its First Report and Order and Further Notice (WT Docket No. 99-217) adopted on the same day. The development of the attached model agreement is a cornerstone of the industry's best practices commitment.

The initial draft was developed through a process that involved the review of hundreds of forms and executed access agreements involving a broad variety of telecommunications carriers and building owners. Virtually every provision has been "road tested" in the sense that it has been agreed to by building owners and telecom providers in actual business transactions. We have also been careful to avoid including any economic terms in the draft. *Parties to transactions using the final model agreement should negotiate economic and deal-specific language on a case-by-case basis.* As a result, any recommendations by commenters with regard to economic terms will not be incorporated into the final model agreement.

Please give me a call should you have any questions about the process. I can be reached at (202) 639-8400.

Sincerely,

Roger Platt
Coordinator, Real Access Alliance
Vice President and Counsel, The Real Estate Roundtable

RP/lk

Attachment

CIRCULATION LIST

American Electronics Association	Manufactured Housing Institute
Arden Realty, Inc.	National Apartment Association
Association for Local Telecommunications Services	National Association of Home Builders
AT&T	National Association of Industrial and Office Properties
Birmingham Realty	National Association of Real Estate Investment Trusts
Boston Properties, Inc.	National Association of Realtors
Broadband Office	National Multi Housing Council
Building Owners and Managers Association International	Qwest Communications
Burnham Real Estate Services	The Real Estate Roundtable
CarrAmerica Realty Corporation	Rudin Management Company, Inc.
Catellus Development Corporation	Sher & Blackwell
Charles E. Smith Commercial Realty	Speiker Properties, Inc.
Competition Policy Institute	Teligent, Inc.
Comptel	TIAA-CREF
Davison, Cohen & Company	Time Warner Telecom
DMC Stratex Networks	Tishman Speyer Properties
Equity Office Properties Trust	U.S. General Services Administration
Harris Corporation	USTA
Highspeed.com	Verizon
Information Technology Association of America	Willkie Farr & Gallagher
Institute of Real Estate Management	Winstar Communications, Inc.
International Communications Association	Wireless Communications Association International
	XO™ Communications

Mr. Gerard Lavery Lederer
Building Owners and Managers Association
International
Washington, D.C. 20005

Mr. Charles Achilles
Institute of Real Estate Management
Chicago, IL 60611

Ms. Megan Booth
Institute of Real Estate Management
Washington, D.C. 20001

Mr. William Hoffman
International Council of Shopping Centers
Alexandria, VA 22314-1540

Mr. James Ayotte
Manufactured Housing Institute
Arlington, VA 22201

Ms. Karen Danielsen
National Association of Home Builders
Washington, D.C. 20005-2800

Mr. Bruce Lundegren
National Association of Home Builders
Washington, D.C. 20005-2800

Mr. Rob Josephs
National Association of Home Builders
Washington, D.C. 20005-2800

Ms. Reba Raffaelli
National Association of Industrial and Office
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Herndon, VA 20171

Ms. Anna Chason
National Association of Real Estate Investment
Trusts
Washington, D.C. 20006

Mr. Martin DePoy
National Association of Real Estate Investment
Trusts
Washington, D.C. 20006

Mr. Jay Hyde
National Association of Real Estate Investment
Trusts
Washington, D.C. 20006

Mr. Steven Wechsler
National Association of Real Estate Investment
Trusts
Washington, D.C. 20006

Mr. Tony M. Edwards
National Association of Real Estate Investment Trusts
Washington, D.C. 20006

Ms. Jeanne Delgado
National Association of Realtors
Washington, D.C. 20001

Mr. James N. Arbury
National Multi Housing Council
Washington, D.C. 20036

Ms. Clarine Nardi Riddle
National Multi Housing Council
Washington, D.C. 20036

Ms. Clarine Nardi Riddle
National Multi Housing Council
Washington, D.C. 20036

Mr. Jim Arbury
National Multi Housing Council
Washington, D.C. 20036

Mr. Jonathan Kempner
National Multi Housing Council
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Mr. William Ashworth
American Electronics Association
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Mr. John Windhausen
Association for Local Telecommunications Services
Washington, DC 20006

Mr. Jonathan M. Askin
Association for Local Telecommunications Services
Washington, DC 20006

Mr. Harris Miller
Information Technology Association of America
Arlington, VA 22209

Mr. Jeff C. Hafer
P.O. Box 910079

Mr. Larry Clinton
USTA
Washington, DC 20005

Mr. Andrew T. Kreig
Wireless Communications Association International
Washington, DC 20036



**RealAccess
ALLIANCE**

Building Owners and
Managers Association
International

Institute of Real Estate
Management

International Council
of Shopping Centers

Manufactured Housing
Institute

National Apartment
Association

National Association of
Home Builders

National Association
of Industrial and
Office Properties

National Association
of Real Estate
Investment Trusts

National Association
of Realtors

National Multi Housing
Council

The Real Estate
Roundtable

News

For Immediate Release
December 13, 2000

Real Access Alliance Releases Draft Model License Agreement, Invites Wide Input on Voluntary Initiative

WASHINGTON, DC – To underscore the real estate industry's commitment to ensuring that consumers have access to the most competitive telecommunications services nationwide, the Real Access Alliance today released for comment a draft model license agreement covering terms and conditions for access by telecommunications providers to multi-tenanted office buildings. As part of this voluntary initiative, the Alliance is soliciting input on the draft from a wide range of companies and industry associations, especially those serving the telecommunications and real estate markets.

The 48-page draft model license agreement, which is posted to the Real Access Alliance web site (www.realaccess.org), grew out of a pledge by the Alliance and 12 of America's largest real estate companies to the Federal Communications Commission (FCC) earlier this year to take specific, voluntary steps to speed up tenant access to telecom providers of their choice.

"Our number one objective in drafting this model agreement is to expedite building access and use transactions between telecom providers and commercial property owners so that office tenants get faster and broader choices of telecom services," explains Alliance representative Roger Platt. "We believe this draft distills the best of hundreds of forms and access agreements that are already being used successfully in the marketplace. Virtually every provision has been road-tested by building owners and telecom providers in actual business transactions. In the spirit of partnership, we encourage the telecom industry to work with us to speed deployment of the best telecom services possible to as many tenants as possible."

Once all comments are in by January 15, the Alliance will compile a summary.

"Where comments include recommended changes, we will address them in one of two ways," Platt explained. "Either new language will be added to the draft, or existing language edited, to address specific issues or concerns. Alternatively, if certain types of recommendations are not accepted, we will also explain why. In making these decisions, the Alliance will be focusing on whether the proposed changes to the draft agreement will have demonstrable benefits for tenants."

"We anticipate developing similar model agreements for residential and retail building access transactions in the future," he added.

- more -

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Written comments on the draft agreement should be submitted by January 15 to the Real Access Alliance, c/o Nelson F. Migdal, Holland & Knight LLP, 2099 Pennsylvania Ave., NW, Washington, DC 20006. They may also be sent by email to nmigdal@hklaw.com.

To help consumers learn more about this and related Alliance initiatives to facilitate telecommunications access and choices in multi-unit buildings, special meetings and events will be held by various members of the Alliance throughout the year in cities across the country. As these meetings and events are scheduled, they will be posted to the Alliance web site at www.realaccess.org.

The specifics of the Real Access Alliance's voluntary, good-faith commitments to the FCC are contained in letters dated July 13 and September 6, which are also posted to the Alliance web site. They include:

- Developing and promoting model building access license agreements with input from telecom providers
- Developing and promoting model "best practices" with input from telecom providers
- Reaching out to a wide variety of telecom companies for input in framing these documents
- Ensuring that this initiative reaches the retail, office, industrial, residential and manufactured housing sectors of the real estate industry.

About the Alliance

The Real Access Alliance was formed to encourage free market competition among telecommunications companies in providing quality telecom services to tenants in commercial and residential buildings and to safeguard the constitutional private property rights of America's real estate owners. The Alliance represents the interests of approximately 1 million members among 11 trade associations who support unrestricted, free market opportunities to negotiate with telecommunications providers for safe, dependable services in buildings on behalf of their tenants.

Contacts:

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- Jay Hyde — National Association of Real Estate Investment Trusts® (202) 739-9425; www.nareit.com
- Lisa Prats — Building Owners and Managers Assn. Int'l. (202) 326-6351; www.boma.org
- Bill Hoffman — International Council of Shopping Centers (703) 549-7404; www.icsc.org
- Bruce Savage — Manufactured Housing Institute (703) 558-0400; www.mfghome.org
- Lara Ramsburg — National Assn. of Industrial and Office Properties (703) 904-7100 x162; www.naiop.org
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- Kimberly Duty — National Multi Housing Council and National Apartment Association (202) 974-2333; www.nmhc.org, www.naahq.org

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**PRESENTATIONS ON THE REAL ACCESS ALLIANCE'S
BEST PRACTICES COMMITMENTS
BY ROGER PLATT, AN ALLIANCE SPOKESPERSON
AT EVENTS CHIEFLY SPONSORED BY OTHER ORGANIZATIONS**

Presentation: "Successfully Neogiating Building Access Agreement"

Event: MDU-MTU Conference (Sponsored by by the Institute for International Research
or "IIR")
When: October 3, 2000
Where: Hyatt Regency, Miami, FL

Presentation: "Real Estate Perspectives: Understanding Model Agreements"

Event: Building Access (Sponsored by "IIR")
When: January 26, 2001
Where: Empire Hotel, New York, NY

Presentation: "Update on Reg. Environment and Best Practices Initiative"

Event: PLI Telecom Real Estate Strategies
When: January 30, 2001
Where: PLI New York Center, New York, NY

Presentation: "Model Agreement and Best Practices in Negotiating Building Access"

Event: 2001 Annual Spring Symposia (Sponsored by the American Bar Association,
Section of Real Property, Probate and Trust Law)
When: April 26-28, 2001
Where: Arlington, VA

**ASSOCIATION SPONSORED PRESENTATIONS ON THE
“BEST PRACTICES” AND MODEL AGREEMENTS**

Building Owners and Managers Association, International [www.boma.org]

The Broadband Communications and Technology Show for Buildings

When: February 21-23

Where: San Francisco Hilton, San Francisco, CA

International Council of Shopping Centers [www.icsc.org]

2001 ICSC Spring Convention

When: May 20-23

Where: Las Vegas Convention Center, Las Vegas, NV

National Multi Housing Council/National Apartment Association [www.nmhc.org]

Technology Conference

When: March April 17,18

Where: Denver, CO

National Apartment Association [www.naahq.org]

Capitol Conference

When: March 12

Where: Washington, D.C.

National Association of Office and Industrial Properties [www.naiop.org]

Chapter Leadership and Legislative

Retreat –

When: February 4 through 7

Where: Washington, D.C.

2001 Executive Symposium

When: May 3-5

Where: Westin Savannah Harbor Resort, Savannah, GA

National Association of Realtors [www.nar.realtor.com]

Mid-year Governance Meetings

(Commercial Real Estate Investment Committee & Federal Issues Update)

When: May 14-18

Where: Marriott Wardman Park Hotel, Washington, DC

Technology Conference

When: April 17-18

Where: Denver, CO

Institute of Real Estate Management [www.irem.org]

Leadership and Legislative Summit

(Federal Legislative Committee)

When: May 5-8

Where: Omni Sheraton Hotel, Washington, DC

2001 Asset Management Symposium

When: March 10-13

Where: Loews Miami Beach Hotel, Miami, FL

National Association of Real Estate Investment Trust [www.nareit.com]

Law and Accounting Conference

When: May 2-4

Where: Renaissance Washington, Washington, DC

The Real Estate Roundtable [www.rer.org]

State of the Industry Meeting

When: January 25

Where: Four Season's Hotel, Washington DC

Annual Meeting

When: June 21

Where: Four Season's Hotel, Washington, DC

National Association of Home Builders [www.nahb.org]

2001 Convention

When: February 6-12

Where: George Word Congress Center, Atlanta, GA

EXHIBIT B

Lyle Declaration

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)	
)	
Promotion of Competitive Networks)	WT Docket No. 99-217
in Local Telecommunications)	
)	
Wireless Communications Association)	
International, Inc. Petition for Rulemaking to)	
Amend Section 1.4000 of the Commission's)	
Rules to Preempt Restrictions on Subscriber)	
Premises Reception or Transmission Antennas)	
Designed to Provide Fixed Wireless Services)	
)	
Cellular Telecommunications Industry)	
Association Petition for Rulemaking and)	
Amendment of the Commission's Rules)	
To Preempt State and Local Imposition of)	
Discriminatory and/or Excessive Taxes)	
And Assessments)	
)	
Implementation of the Local Competition)	CC Docket No. 96-98
Provisions in the Telecommunications)	
Act of 1996)	
)	
Review of Section 68.104 and 68.213 of)	
The Commission's Rules Concerning)	CC Docket No. 88-57
Connection of Simple Inside Wiring to)	
the Telephone Network)	

**DECLARATION OF SCOTT LYLE
IN SUPPORT OF FURTHER REPLY COMMENTS OF
THE REAL ACCESS ALLIANCE**

I, Scott Lyle declare as follows:

1. I submit this Declaration in support of the Further Reply Comments of the Real Access Alliance. I am fully competent to testify to the facts set forth herein, and if called as witness, would testify to them.

2. I am the Vice President of Telecommunications and Technology Services for Arden Realty, Inc., Southern California's largest office landlord. I manage Arden's significant telecommunications initiatives including oversight of Apex Site Management, Arden's rooftop

and carrier access manager. I am also responsible for all of our buildings' telecommunications facilities; building risers and underground facilities. I work closely with senior leasing and property management executives to coordinate all telecommunications programs with tenants and management personnel and support the development and implementation of Arden's ongoing strategic technology initiatives. I was formerly Director of Business Development and Assistant Operations Manager at MTS Communications Company and later LA Manager of Business Development with Cypress Communications when the two companies merged in 1998. I also have background in cellular technology and television broadcasting.

3. Arden Realty, Inc. is a self-administered and self-managed REIT that owns, manages, leases, develops, renovates and acquires commercial properties located in Southern California. The company is the largest office landlord in Southern California with more than 18.7 million square feet of office space. Arden Realty owns and manages 238 Buildings (143 properties). These buildings are primarily commercial office buildings with a very small number being warehouse or retail properties. In these buildings there are currently, on average, three different providers—ranging from 1 provider to as many as 9 providers in some buildings. Of these 238 buildings, 148 have multiple providers and 107 have more than 3 providers. Those buildings that are served only by the incumbent local exchange carrier ("ILEC") are usually a building type or tenant mix that is unattractive to competitive local exchange carriers ("CLECs") – sometimes this may be due to the fact that the building is occupied by only a single tenant or two or three very large tenants or the building may be retail or warehouse space. The building location can also influence a carrier's decision to provide services.

4. Our business is customer satisfaction; for this reason, we go to great lengths to make sure that we accommodate whatever telecommunications needs our tenants have. For example, a tenant wanted a particular carrier and needed us to work out an access agreement with the carrier immediately. We fast-tracked this agreement and had it signed in only a few days. In another instance, a new tenant was moving in to one of our buildings and they had a problem with the circuits they ordered from the ILEC. The tenant needed service immediately; however, the ILEC gave them a two-week installation date. The tenant was in a bind but we directed them to an alternate provider in the building and the tenant was up and running within 24 hours.

5. Because Arden already has several providers in our buildings, we currently have a program in place portfolio-wide which allows us to be sure of who is on our roofs and in our

telephone rooms at all times. The program also gives us a good sense of which providers are performing and which are not. The objective of our program is to sign access agreements with providers. This program has been successful as witnessed by the number of agreements we have with a very large number of different carriers.

6. In many of the instances where we have completed access agreements, the carrier has still not begun providing service. Many of these agreements have been executed (some as long as a year ago) yet the carriers facilities have not yet been completely built out or even started (for example Winstar, Teligent, XO – formally Nextel). All of the mentioned carriers have licenses for locations that have not started construction and Winstar and Teligent have locations that they have started construction, but were not yet completed. In buildings where services are being offered, penetration levels are very low and overall tenant satisfaction is low – many still utilize the ILEC or providers that resell ILEC services.

7. We currently have a preferred provider arrangement with EurekaGGN in the majority of our portfolio and with Pacific Bell in our Howard Hughes center project. In both cases, we give a wide variety of marketing support to these providers. We also have a very direct relationship and are aware of all service issues or problems and have a direct route to resolve issues for our tenants. In the case of Eureka, we have very specific performance guidelines, which are built into our agreement. This program has resulted in high tenant satisfaction and penetration rates of over 25%.

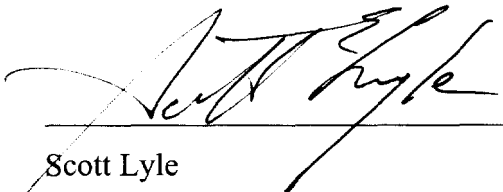
8. In the past, we have often had providers ask for permission to hold marketing events in our lobbies. This practice often left tenants with the mistaken impression that the services are somehow provided by or endorsed by Arden. When service issues arose, such as billing errors, poor customer support or outages, we were often approached by tenants complaining about the services that we were “providing.” This was causing us to lose overall credibility as well as credibility when we would later introduce better telecommunications solutions for our tenants. As a result, we banned all marketing events in our buildings. Some carriers, however, would still sneak into buildings in an effort to hold events, lie to property management saying corporate approval was given, even go as far as to say that authorization was given by me personally! When we have had disagreements with carriers, they have sometimes tried to “back door” us by selling services to a tenant and then telling the tenant that the landlord was “preventing them

access.” Some have even told building engineers that facilities such as space, power, wiring, needed to be provided or paid for by the building owner and that this was the law!

9. On several occasions we have had to request reimbursement from providers for damage that was caused to the interior or exterior of our buildings while they were installing their services. This damage has ranged from damage to brick on the sidewalk, brick or building materials being replaced with lower quality or materials that don’t match, damage to interior walls and stairwells. In addition we have had situations where contractors installing provider equipment have cut cables and wiring resulting in some of our tenant’s services being interrupted and thus being put out of business for several days. Even more disturbing is that some installations have failed to meet fire code requirements. We have seen such things as failure to install or replace fire caulking, wiring not done correctly, and conduit run illegally through stairwells. City inspectors due to a carrier’s improper installation have actually cited us.

10. Verification

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief, and that this declaration was executed on February 16, 2001, in Los Angeles, California.



Scott Lyle

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